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7-2-1973 7090

COMMERCIAL CREDIT CAPITAL CORPORATION, herein called "Lessor", of
300 St. Paul Place, Baltimore, Maryland, and GIFFORD-HILL & COMPANY, INC.,
herein called "Lessee" a Delaware corporation of Dallas, Texas, hereby
agree as follows, as of the 25TH day of MAY, 1973.

1. Agreement of Leasing. Lessor hereby agrees to lease to Lessee,
and Lessee hereby agrees to lease from Lessor, forty-three (43) 100
ton open top railroad hopper cars, herein called "Car" or "Cars",
manufactured to Lessee's specifications by Ortner Freight Car Company,
herein called "Ortner", at the rentals and subject to the conditions
herein contained, provided however, that the Cars have been delivered
to and accepted by Lessee within one hundred eighty (180) days from the
date hereof.

2. Lease Term and Rentals. The term of the lease with respect
to the Cars is 180 full calendar months, commencing on either the first
full month following the delivery to and acceptance by Lessee of the
Cars, from Ortner, as provided in Paragraph 8 hereof, or August 1, 1973,
whichever is earlier, and continuing monthly thereafter. The monthly
rental to be equal to .7508% of the total cost of the Cars shown on the
Schedules to be attached hereto at time of delivery and acceptance
of said Cars by Lessee. Said monthly rentals shall be payable
monthly in advance on or before the fifth (5th) day of the month. The
initial monthly rental payment shall be increased to include, for any
interim period up to said initial monthly rental payment during which time
the Cars are being delivered to and accepted by Lessee, an amount to be
equal to .02468% of the amount of any payments, for any Cars, made by
Lessor hereunder from date of such payment by Lessor, per diem.

3. Location and Use of Equipment. The Cars shall have a home terminus at Perch Hill Station, Chico, Texas and said home terminus may be changed only after prior written notification to Lessor. Lessee will use, operate and maintain the Cars in compliance with all conditions of insurance policies required to be maintained hereunder and with all statutes, ordinances and regulations relating thereto. Lessee, at its own expense, shall keep the Cars in good condition and working order (excepting ordinary wear and tear), including replacing or substituting parts, improvements or additions to the Cars where necessary. Without the prior written consent of Lessor, Lessee will not, through modifications, alterations, or any other method, impair the originally intended function of any Car. Any replacement or substitution of parts, improvements or additions to the Cars made by Lessee shall become and remain the property of Lessor. Lessor has taken, or will take the necessary steps under the appropriate Railroad Mileage Tariffs and Rules of the Association of American Railroads to obtain the assignment, for use on the Cars, of reporting marks and car numbers GFHX 1,001 through GFHX 1,043. Lessee will stencil or paint on the bodies of the cars Class _____ Hopper cars, and, the reporting marks GFHX 1,001 through GFHX 1,043, respectively, and will maintain the said reporting marks and class marks stenciled or painted thereon during the term of said lease. Furthermore, Lessee will arrange for the installation on the Cars of the appropriate plastic modules containing the ACI Numeric (automatic car identification numbers), as required by the Association of American Railroads. Lessee shall keep the Cars free from all liens, encumbrances and charges (excepting taxes not yet due and payable). Lessee shall not assign this Lease or its interest

hereunder or in any way encumber the same, provided however, Lessee may assign this Lease to a subsidiary corporation without Lessor's consent, but any such assignment shall not relieve Lessee of any of its obligations hereunder.

4. Expenses, Fees, and Regulations.

4.1 In addition to the monthly rental stated as being payable hereunder and as additional rent, Lessee shall pay promptly when due, all costs, expenses, fees, charges and taxes incurred in connection with the use, ownership and operation of the Cars during the term hereof. Specifically, but not by way of limitation, Lessee will pay promptly when billed, and will relieve Lessor of all obligations with respect thereto, all bills or claims on account of any excess mileage balances and unsettled Car repair bills outstanding and unsettled on the date of transfer from the manufacturer to the Lessor. Furthermore, Lessee will pay promptly when billed, and will relieve Lessor from all obligation with respect thereto, all bills or claims resulting from equalization of loaded and empty mileage incurred on account of Lessee's use of the Cars, and billed for repairs for equipage of the Cars ordered under the "Interchange Rules" of the Association of American Railroads.

4.2 Lessee shall pay all sales taxes, use taxes, excise taxes, stamp and documentary taxes, and declare, report and pay all assessments and federal, state, county and municipal fees and taxes whatsoever by whomsoever payable on or relating to the Cars and the purchase, sale, rental, use, ownership or operation thereof (other than Federal or State income tax imposed upon or measured by the net

income of Lessor). Lessor is under no duty to contest any tax or governmental charges payable by Lessee hereunder. If Lessee should fail to pay any costs, expenses, fees, charges or taxes for which Lessee is liable hereunder, Lessor may, but shall not be required to, pay the same for the account of Lessee, provided, however, that if Lessee does not agree that such tax or other governmental charge or fee should be levied, Lessee may, at its discretion, but without cost or expense to Lessor, undertake the necessary action to protest or contest the levy of such tax, charge or fee, request refund and the like; paying all interest, penalties or other expenses in connection therewith. Lessee shall reimburse Lessor, upon demand, as additional rental, for the amount of any such costs, expenses, fees, charges or taxes paid by Lessor. Furthermore Lessee shall reimburse Lessor the costs of any Texas franchise tax paid by Lessor as a result of the leasing of Cars, hereunder.

4.3 Lessee, with respect to said Cars, hereby adopts and agrees to abide by the Code of Rules governing the condition of, repairs to and settlements for freight cars for the interchange of traffic, as formulated and promulgated by the former Master Car Builders' Association and by the Association of American Railroads, or by either of them, (which rules are commonly known as "Interchange Rules"), and to abide by all decisions and interpretations of the Arbitration Committee provided for by said Code of Rules, until Lessor has terminated its subscription to the Association of American Railroads' Interchange Agreement by three months' notice in writing filed with the Secretary

of said Railroad Association. Furthermore, Lessee agrees to comply with and operate the Cars subject to Circular OT5-D as promulgated by the Association of American Railroads.

4.4 Lessee, for the duration of the lease of Cars hereunder, will publish the marked capacities and assigned reporting marks of said cars and all other information required by the appropriate Railroad Mileage Tariffs, in the Official Railway Equipment Register, the Railway Equipment and Publication Company, Agent (W. J. Trezise, Issuing Officer, 424 W. 33rd Street, New York, New York 10001).

4.5 Lessee, in said Official Railway Equipment Register, may designate such home points for said cars as to it seem proper and may designate the person and address to whom reports of movement, mileage, damage or destruction of said Cars, requisitions for material, bills for Car repairs, and mileage equalization statements and bills, are to be sent, provided Lessee has complied with all requirements in said publications regarding such designations and changes thereto. Lessor, as required by the aforesaid publications, will receive all mileage allowances payable under the appropriate Railway Mileage Tariffs on account of moving of the Cars, but Lessor will credit such amounts received to Lessee or endorse checks representing said allowances to the account of Lessee.

4.6 Lessee will save Lessor harmless from any and all loss or injury occasioned by, and will defend Lessor against any claims on account of a failure to perform any of the obligations and commitments of Lessor to the Association of American Railroads undertaken by it for the purpose of obtaining the assignment of the above reporting marks for use on the Cars.

4.7 At the termination of said Lease, Lessee will take whatever steps are necessary or appropriate, as determined by the Association of American Railroads, for the termination of Lessor's responsibility under said obligations and commitments.

4.8 The definitions of the terms: "mileage allowance", "mileage balance", "mileage equalizations", "loaded and empty car mileage", "home points", and "reporting marks" used herein, shall be those set forth in Mileage Tariff 7-R, as supplemented, issued by B. B. Maurer, Agent, 22 W. Madison Street, Chicago 2, Illinois.

5. Insurance. Lessee will procure and maintain, at its expense, fire, with extended coverage, insurance on all Cars for the related full lease term, at the full insurable value thereof and public liability and property damage insurance insuring Lessor and Lessee, as their interests may appear, against liability for death, bodily injury and property damage resulting from ownership, maintenance, use or operation of the Cars. All such insurance shall name Lessor and Lessee as insured, shall be in such amounts and with such insurers as approved by Lessor, and shall provide that the same may not be altered or cancelled except after ten (10) days prior written notice to Lessor, with losses being adjusted with and paid to Lessor. If Lessee should be in Default under Paragraph 12 hereof, Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and/or execute or indorse all documents, checks or drafts for loss, damage, return premium or otherwise under any insurance policy issued on the Cars. Lessee shall deliver to Lessor, prior to the beginning of the lease

term with respect to any Cars, or prior to the effective date of any cancellation or expiration of such insurance, as the case may be, the insurance policy, a certificate or other evidence satisfactory to Lessor, of the maintenance of such insurance. Lessor shall be under no duty to examine such policies, certificates or other evidences of insurance, or to advise Lessee in the event that its insurance is not in compliance with this Lease. In the event of failure on the part of Lessee to provide such insurance, Lessor may, at its option, provide such insurance and add the amount of the premiums to the monthly rental, together with interest thereon at the rate and as provided in Paragraph 13.5.

6. Loss or Damage of Equipment. Except at such time as Lessor should retake, by actual possession, the Cars from Lessee, Lessee shall bear all risk of loss, damage or destruction of the Cars or any Car during the entire term of lease with respect thereto, including any renewals, and until the end of the lease term or in the event of early termination pursuant to Paragraph 9, final settlement is made thereunder, notwithstanding any termination or arrangements for sale pursuant to said Paragraph or otherwise. In the event any Car is damaged, but is capable of being repaired and restored to substantially its former condition, and if the insurance proceeds are sufficient to pay for such repair, Lessee shall effect such repair and Lessor shall apply the insurance proceeds to the payment of the cost of such repair. If the insurance proceeds be insufficient to pay for such repairs, Lessee shall effect such repair and Lessor shall apply all insurance proceeds to the payment of the cost of such repair to the extent of such proceeds, with

Lessee paying the balance of the cost of such repairs. However, if the estimated cost of such repair exceeds the then Casualty Loss Value of such Car, as determined from the related Schedule, Lessee may elect to have such Cars sold pursuant to the provisions of Paragraph 9, and Lessor and Lessee shall account to each other therefore as provided therein. If any Cars should be damaged beyond repair or destroyed, and the wreckage thereof is available for sale, the wreckage shall be sold as provided in said Paragraph 9, and Lessor and Lessee shall account to each other as set forth therein. If the wreckage shall not be available for sale, Lessee shall pay Lessor forthwith an amount equal to the Casualty Loss Value of such lost or destroyed Cars, less any available insurance proceeds.

7. Indemnity. Subject to all other provisions hereof, Lessee shall indemnify and hold Lessor harmless against any and all claims, demands, liabilities, losses, damages and injuries of whatsoever kind or nature, and all fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, (except to the extent of the acquisition cost of the Cars and the payment of same by Lessor) delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the Cars, or any part thereof. This indemnity shall not be affected by any termination of the Lease, or of the lease term with respect to any Cars, except for such losses, liabilities, damages and injuries of whatsoever kind or nature, not caused by or attributable to Lessee, after Lessor's retaking of the Cars.

8. Delivery and Acceptance, and Return at End of Lease Term.

It is projected that the Cars will be delivered by Ortner in three (3) batches, with fifteen (15) being delivered during the week of May 20, 1973, fifteen (15) during the week of May 27, 1973, and thirteen (13) during the week of June 3, 1973. Upon delivery to and acceptance by Lessee of the Cars, Lessee shall execute and deliver a Schedule relating to such Cars, identifying the same and acknowledging receipt thereof, with the information required on said Schedule fully completed.

Acceptance of delivery and execution of such Schedule shall constitute Lessee's acknowledgment that such Cars are in good operating order, repair, condition and appearance, are of the manufacture, design and capacity selected by Lessee, and are suitable for the purposes for which leased. At the expiration of the lease term, including any renewal, with respect to any Car, Lessee, upon demand, shall return such Car to Lessor in the same operating order, repair, condition and appearance as when received, excepting only ordinary wear and tear and damage by any cause covered by collectible insurance. Lessee shall cooperate with Lessor in effecting removal of the Cars to the destination specifically requested by Lessor within seven hundred fifty (750) miles of their then location and Lessee shall pay Lessor the cost thereof. Lessor may, in its sole discretion, elect to abandon any Car by delivering written notice to such effect to Lessee. Title to such Car shall pass to Lessee upon Lessee's receipt of such notice and thereafter Lessee shall hold Lessor harmless from any and all liability arising from the ownership thereof; provided, however, that

lessor may not exercise such election with respect to any Car more than two (2) months after the end of the lease term for such Car, at which time said Cars shall be deemed abandoned by Lessor and title to same shall automatically pass to Lessee.

9. Early Termination with Respect to Certain Cars. Should any Cars become obsolete or no longer useful in Lessee's business Lessee may at any time after seven (7) years from the beginning of the lease with respect to such Cars, providing Lessee be not then in default hereunder, by written notice to Lessor, elect to terminate the lease term as to such Cars and to have same sold as hereinafter provided. In such event, Lessee shall, upon prior written notice to Lessor, either (i) purchase all such Cars at the greater of the then Casualty Loss Value, thereof, or Fair Market Value, or (ii) consummate a sale of such cars to a third party purchaser for the best price obtainable. Upon receipt of payment, Lessor shall transfer to Lessee or to such third party purchaser all Lessor's right, title and interest in the Cars sold. If the net proceeds of the sale under (ii) above are less than the total of all rental payments, then currently due at the time of such sale plus the Casualty Loss Value thereof, Lessee shall forthwith pay to Lessor an amount equal to such deficiency as a rental adjustment. Lessee shall cooperate with any third party purchaser and Lessor in effecting removal of the Cars sold and Lessee shall pay the cost thereof, if not provided for by such sale.

10. Options.

10.1 Renewal Option. If no Event of Default (or other event which after lapse of time or notice or both would become an Event of

Default) shall have occurred and be continuing and this Lease shall not have been earlier terminated, Lessee shall be entitled to renew this Lease for two (2) five year renewal options exercisable upon prior written notice to Lessor, given not less than six (6) months prior to the expiration of the then current term, at a rental equal to the then fair rental value of the Cars for such renewal term and upon such conditions as shall then be mutually agreeable between Lessor and Lessee.

10.2 Purchase Option. If no Event of Default (or other event which after lapse of time or notice or both would become an Event of Default) shall have occurred and be continuing and this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option, upon written notice to Lessor at least three (3) months prior to the expiration of the initial term or any renewal term for the Cars, to purchase all but not fewer than all such Cars at the end of such term at a price equal to the then fair market value of such Cars at the end of such term. On the date of such purchase, Lessee shall pay Lessor the purchase price of such cars in cash and Lessor shall transfer title to such Cars to Lessee without any representation or warranty whatsoever, express or implied, except a warranty that such Cars are free of liens resulting from acts of or claims against Lessor, together with such documents evidencing transfer of title as Lessee shall reasonable request.

10.3 To enable Lessee to make an informed judgment with respect to the foregoing options, and to establish the fair market rental value or the fair market sales value of the Cars as of the end of the initial

term or any renewal term, Lessee may notify Lessor in writing, not more than six (6) months prior to the expiration of such term, that Lessee desires a determination of the fair market rental value or the fair market sales value of the Cars as of the end of such term. Thereafter, Lessor and Lessee shall consult for the purpose of determining the fair market rental value or the fair market sales value of the Cars as of the end of such term. If the Lessor and Lessee are unable to determine the fair market sales value or fair market rental value, said valuation shall be made by the then Chief Mechanical Officer of the Rock Island and Pacific Railroad or its successor.

11. Warranties.

11.1 Assignment of Manufacturer's Warranties. Lessor hereby assigns to Lessee, for and during the lease term, with respect to any Car, any warranty of the manufacturer or otherwise, express or implied, issued on any Car, and hereby authorizes Lessee to obtain the customary service furnished by the manufacturer in connection therewith, at Lessee's expense. Lessee acknowledges and agrees that any Car is of a size, design, capacity and manufacture selected by Lessee and suitable for its purposes.

11.2 EXCLUSION OF WARRANTIES. LESSOR IS NOT A MANUFACTURER, OR ENGAGED IN THE SALE OR DISTRIBUTION OF CARS, AND MAKES NO REPRESENTATIONS, PROMISES, STATEMENTS OR WARRANTIES EXPRESSED OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PURPOSE OF ANY CAR OR OTHERWISE. LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, CLAIM, DEMAND, LIABILITY, COST, DAMAGE OR EXPENSES OF ANY KIND, CAUSED, OR ALLEGED TO BE CAUSED, DIRECTLY OR

INDIRECTLY BY ANY CAR OR BY ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR BY ANY DEFECTS THEREIN OR IN THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO, OR ANY DELAY IN PROVIDING, OR FAILURE TO PROVIDE THE SAME, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, UNLESS SUCH DELAY, FAILURE, LOSS OR DAMAGE SHALL HAVE BEEN CAUSED DIRECTLY BY LESSOR'S ACT OR OMISSION. LESSEE AGREES THAT ITS OBLIGATIONS HEREUNDER TO PAY THE RENTALS HEREIN PROVIDED FOR SHALL NOT, IN ANY WAY, BE AFFECTED BY ANY DEFECT OR FAILURE OF PERFORMANCE.

12. Default.

12.1 If Lessee should default in the payment of any sum to be paid hereunder and such default continue for ten (10) or more days, or should breach or default in the performance of any other liability, obligation or covenant of Lessee under this Lease, and such default or breach continue for more than ten (10) days after Lessee's receipt of written notice thereof sent by registered mail, or if Lessee make a general assignment for the benefit of creditors, substantially suspend business or substantially change or terminate Lessee's existence (except by merger, consolidation or reorganization in which all obligations of Lessee hereunder are assumed by the surviving corporation by agreement with Lessor or by operation of law), or if an attachment be levied or a tax lien (other than a federal tax lien) be filed against Lessee affecting the cars and Lessee does not cause such attachment or tax lien to be discharged within thirty (30) days thereafter, or a federal tax lien be filed and become effective against Lessee, the

Cars or any of Lessee's property, or if bankruptcy, reorganization, liquidation or receivership proceedings be instituted by or against Lessee and, if instituted against Lessee, Lessee consent thereto or fail to cause such proceedings to be discharged within sixty (60) days thereafter, then in any such event Lessor, at its option, and in addition to and without prejudice to other remedies available, may take immediate possession of and remove the Cars, including substituted parts, accessories or additions, wherever, located, hereby being authorized for such purpose to enter upon any premises lawfully, and after such taking or removal, hold the Cars free and clear of this Lease and of any of the rights of Lessee hereunder, and/or terminate this Lease. After termination of the Lease and/or the retaking of the Cars, Lessor may sell or otherwise dispose of, hold, use or lease the Cars as Lessor, in its sole discretion, may decide, without any duty owed to Lessee to account thereafter for any such action or any proceeds.

12.2 Lessee shall be liable for, and Lessor may recover from Lessee, as liquidated damages for the breach of this Lease, (i) all unpaid rent to the date of retaking or redelivery of the Cars or Lessor's termination of the Lease, (ii) in the event of retaking and (a) sale of the Cars, the excess of (x) the greater of the Fair Market Value or Casualty Loss Value of the Cars at the time of default over (y) the net proceeds of such sale less the value of the Cars at the end of the related lease term provided for herein, as determined by an independent appraiser selected by Lessor, or (b) re-leasing of the Cars, the excess of the Fair Market Value of the Cars at the time of default over the net rentals payable under such re-leasing

but only with respect to the balance of the term of the Lease provided herein, (iii) all other sums payable by Lessee to Lessor pursuant to the terms hereof, (iv) all other losses and damages sustained by Lessor by reason of Lessee's default, and (v) any costs and expenses including attorney's reasonable fees, incurred by Lessor by reason of such default not otherwise recovered. If the Cars be not redelivered or retaken by Lessor, Lessor shall recover the amount specified above 'in (iii), (iv) and (v), with Lessee also being liable for the entire amount of the Casualty Loss Value of the Cars at the time of default.

.13. Miscellaneous.

13.1 This agreement is and is intended to be a Lease, and Lessee does not acquire hereby any right, title or interest in or to the Cars, except the right to use the same under the terms hereof.

13.2 The relationship between Lessor and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the term of this Lease for any purpose whatsoever be or become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, or its agents.

13.3 Time is of the essence hereof.

13.4 Lessor shall have the right to inspect any Car at any reasonable time, subject to any limitation by any applicable United States security regulations.

13.5 Lessee agrees to pay Lessor interest at the rate of Eight Percent (8%) per annum, if permitted by law, on all sums not paid by Lessee to Lessor when due and owing under the provisions of this Lease from the date of such delinquency until paid.

13.6 Lessor's rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive, and shall be in addition to all the rights and remedies in its favor. Lessor's failure to enforce strictly any of the provisions of this Lease shall not be construed as a waiver thereof or as excusing Lessee from future performance.

13.7 The invalidity of any portion of this Lease shall not affect the force and effect of the remaining valid portions thereof.

13.8 All notices shall be binding upon the parties hereto if sent to the address set forth herein (unless a subsequent address had been furnished) by certified mail, by one party to the other.

13.9 No representation, warranties, promises, guaranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this Lease or the Cars, except as expressly provided herein. This Lease constitutes the entire agreement between the parties hereto with respect to the leasing of the Cars. Any change or modification to this Lease must be made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease
as of the date first above written.

(Corporate Seal)

COMMERCIAL CREDIT CAPITAL CORPORATION
- Lessor -

ATTEST:

[Signature]
Asst. Secy.

By: [Signature]
Vice-President

(Corporate Seal)

GIFFORD-HILL & COMPANY, INC.
- Lessee -

ATTEST:

[Signature]
Secretary

[Signature]
EXECUTIVE VICE President

ACKNOWLEDGMENT OF LESSOR

STATE OF Maryland
City of Baltimore
COUNTY OF Baltimore ss:

I, Michael G. Rucke, a Notary Public in and
for the County and State aforesaid, hereby certify that on this 5th
day of June, 19 13, personally appeared before me [Signature]
Michael G. Rucke, known to me to be the person who signed
the above Lease, and who, being by me duly sworn, stated and acknowledged
to me on oath that he is Vice President of COMMERCIAL CREDIT CAPITAL

CORPORATION, the Corporation named in and which executed said Lease, as Lessor; the seal affixed to said Lease is the corporate seal of said Corporation; he was duly authorized to execute said Lease for, in the name of, and on behalf of said Corporation, and that the execution of said Lease was his free and voluntary act and deed in his said capacity for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

My Commission Expires:

January 1, 1978

[Signature]
Notary Public

ACKNOWLEDGMENT OF LESSEE

STATE OF TEXAS
COUNTY OF DALLAS

ss:

I, Joyce Bryan, a Notary Public in and for the County and State aforesaid, hereby certify that on this 25th day of May, 19 73, personally appeared before me R. N. Parker, known to me to be the person who signed the above Lease, and who, being by me duly sworn stated and acknowledged to me on oath that he is Executive/ Vice President of GIFFORD-HILL & COMPANY, INC., the Corporation named in and which executed said Lease, as Lessee; the seal affixed to said Lease is the corporate seal of said Corporation; he was duly authorized to execute said Lease for, in the name of, and on behalf of said Corporation, and that the execution of said Lease was his free and voluntary act and deed in his said capacity for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public the day and year
in this certificate above written.

My Commission Expires:

June 1, 1973

Jayne Bryan
Notary Public

CASUALTY LOSS VALUE SCHEDULE
OF
COMMERCIAL CREDIT CAPITAL CORPORATION (LESSOR)
AND
GIFFORD-HILL & COMPANY, INC. (LESSEE)
LEASE

Payment in lieu of
Payment No.

Amount (% of Cost)

1	100.751
2	100.696
3	100.636
4	100.571
5	100.500
6	100.424
7	100.343
8	100.257
9	100.166
10	100.069
11	99.968
12	99.862
13	99.751
14	99.635
15	99.513
16	99.387
17	99.255
18	99.118
19	98.976
20	98.830
21	98.679
22	98.523
23	98.363
24	98.198
25	98.028
26	97.854
27	97.675
28	97.491
29	97.303
30	97.109
31	96.911
32	96.709
33	96.502
34	96.291
35	96.075
36	95.855
37	91.143
38	90.914
39	90.680
40	90.441
41	90.199
42	89.951

Payment in lieu of
Payment No.

Amount (% of Cost)

43	89.699
44	89.443
45	89.182
46	88.917
47	88.648
48	88.374
49	88.097
50	87.814
51	87.528
52	87.237
53	86.942
54	86.642
55	86.338
56	86.030
57	85.717
58	85.401
59	85.080
60	84.756
61	79.940
62	79.607
63	79.270
64	78.929
65	78.583
66	78.233
67	77.879
68	77.521
69	77.160
70	76.794
71	76.424
72	76.051
73	75.673
74	75.292
75	74.906
76	74.517
77	74.124
78	73.726
79	73.324
80	72.919
81	72.510
82	72.098
83	71.681
84	71.261

Payment in lieu of
Payment No.

Amount (% of Cost)

85	66.350
86	65.922
87	65.491
88	65.056
89	64.617
90	64.174
91	63.727
92	63.277
93	62.823
94	62.366
95	61.905
96	61.441
97	60.973
98	60.502
99	60.027
100	59.548
101	59.066
102	58.580
103	58.091
104	57.598
105	57.102
106	56.603
107	56.101
108	55.595
109	55.086
110	54.573
111	54.057
112	53.538
113	53.015
114	52.489
115	51.960
116	51.427
117	50.892
118	50.353
119	49.812
120	49.267
121	48.719
122	48.168
123	47.614
124	47.057
125	46.496
126	45.933
127	45.366
128	44.797
129	44.224
130	43.650

<u>Payment in lieu of Payment No.</u>	<u>Amount (% of Cost)</u>
131	43.071
132	42.490
133	41.907
134	41.320
135	40.731
136	40.138
137	39.543
138	38.945
139	38.344
140	37.740
141	37.134
142	36.525
143	35.914
144	35.300
145	34.683
146	34.064
147	33.442
148	32.817
149	32.190
150	31.560
151	30.928
152	30.293
153	29.656
154	29.016
155	28.373
156	27.728
157	27.081
158	26.430
159	25.778
160	25.123
161	24.465
162	23.804
163	23.141
164	22.476
165	21.807
166	21.137
167	20.463
168	19.787
169	19.108
170	18.427
171	17.742
172	17.056
173	16.366
174	15.674
175	14.979
176	14.281
177	13.580
178	12.877
179	12.171
180	11.462

SUPPLEMENTAL LEASE SCHEDULE

No. 1

This Supplemental Lease dated this 20th day of June, 1973, between Commercial Credit Capital Corporation, herein called "Lessor", and Gifford-Hill & Company, Inc., herein called "Lessee",

W I T N E S S E T H :

THAT, Lessor and Lessee have heretofore entered into a Lease Agreement dated the 25th day of May, 1973 (herein called the "Lease" and the terms defined therein being hereinafter used with the same meaning), which Lease provides for the execution and delivery from time to time of supplemental leases substantially in the form hereof for the purpose of confirming delivery of equipment leased under the Lease;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee under the Lease and Lessee hereby accepts and leases from Lessor under the Lease the equipment described in the attached Exhibit A.

2. The delivery date of the delivered equipment is the date of this Supplemental Lease as set forth above.

3. Lessee hereby confirms to Lessor that the equipment, as delivered, has been duly marked in accordance with the terms of the Lease and that Lessee has accepted the equipment for all purposes hereof and of the Lease; provided, however, that nothing contained herein or in the Lease shall in any way diminish or otherwise affect any right which Lessee or Lessor may have with respect to the equipment as delivered, against the Manufacturer or any subcontractor of the Manufacturer, under the Purchase Agreement thereof or otherwise.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Supplemental Lease to be duly executed as of the day and year first above written.

GIFFORD-HILL & COMPANY, INC.
Lessee

COMMERCIAL CREDIT CAPITAL CORPORATION
Lessor

BY J. R. Spence John
Title
Executive Vice President

BY [Signature]
Title
Vice President

Exhibit A to Supplemental Lease Schedule No. 1 dated June 20, 1973, attached to Equipment Lease dated May 25, 1973, between undersigned Lessor and Lessee.

Lease Term	Beginning Date of Lease Term	Ending Date of Lease Term	Description	Identification Numbers	Total Acquisition Cost	Partial First Month's Rent	Monthly Rental as a Percentage of Acquisition Cost	Monthly Rental During Lease Term
180 mos.	July 1, 1973	June 30, 1988	(43) 100-Ton Open Top Hopper Cars	GFHX 1001 through 1043, inclusive	15,085.20 each		.7508%	113.26 each

648,663.60

1,760.99

4,870.18

The Manufacturer of all Equipment listed on this Exhibit is:

Ortner Freight Car Company

The Location of all Equipment listed on this Exhibit is:


Gifford-Hill & Company, Inc.
Perch Hill Station
Chico, Wise County, Texas

COMMERCIAL CREDIT CAPITAL CORPORATION, Lessor

by 
(authorized signature)
Vice President

its _____
(title)

GIFFORD-HILL & COMPANY, INC., Lessee

by 
(authorized signature)
Executive Vice President

its _____
(title)

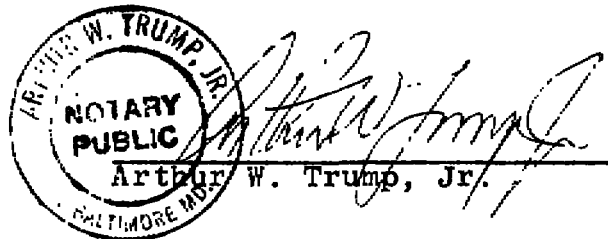
STATE OF MARYLAND)

SS:

CITY OF BALTIMORE)

The undersigned, a Notary Public in and for the City and State aforesaid, affirms that he has examined the attached Lease and Supplemental Lease dated May 25, 1973 and June 20, 1973, respectively, and executed by the COMMERCIAL CREDIT CAPITAL CORPORATION, Lessor, and GIFFORD-HILL & COMPANY, INC., Lessee; that said attachments are true and correct xerox copies of the original executed document.

As witness my hand and Notarial Seal this 28th
day of June, 1973.



My Commission expires:
July 1, 1974

RECORDATION NO. 1090
FILED & RECORDED
JUL 3 1973 - 2 55 AM
INTERSTATE COMMERCE COMMISSION